

Student Internship Affiliation Agreement
between
Temple High School and MTC

This agreement is made and entered into this 1st day of August 2025 between Temple High School, Temple Independent School District [SCHOOL] and MTC [MTC].

The SCHOOL offers career preparation programs for its students to promote job readiness skills for the future needs of the community and manufacturing industry. One of the career preparation programs offered at the SCHOOL is a course of study leading to careers in machining and welding.

Whereas the parties intend by this agreement to set forth the terms and conditions of a machining and welding education program for the students in the Manufacturing program at the SCHOOL so they may obtain the practical experience necessary to take industry related certification exams and to acquire the necessary skills to be workforce ready upon high school graduation.

Therefore, in consideration of the foregoing and the mutual promises set forth herein, the SCHOOL and MTC agree as follows:

I. RESPONSIBILITIES OF THE SCHOOL

- a. The SCHOOL, after consultation with appropriate representatives of MTC will provide to MTC discipline specific goals and objectives for the manufacturing program at least two weeks prior to the arrival of students to allow MTC time to properly plan for the arrival of the students.
- b. The SCHOOL and MTC together will plan the process for evaluation of the student experience.
- c. The SCHOOL will provide, at least two weeks in advance of the arrival of students, the names of the students, attendance dates and schedules to allow MTC time to accommodate the SCHOOL's students.
- d. The SCHOOL will inform and explain to its Manufacturing students and parents of the students that during the work-based experience at MTC they will be under the jurisdiction of the MTC officials for training purposes and they will follow MTC rules to the extent that such rules apply to the training program.
- e. The SCHOOL will provide approved instructor(s) to routinely observe and follow-up with students in order to build upon the work-based experience for continued educational learning and workforce training.

- f. The SCHOOL will ensure that its students and instructor(s) shall wear an appropriate uniform and identification card(s) in keeping with the requirements of MTC, including but not limited to OSHA approved steel toe shoes and safety glasses.
- g. The SCHOOL will ensure that each student and the instructor(s) in the program meet the same immunization requirements as those applied to MTC employees. The SCHOOL maintains the records of such immunizations.
- h. The SCHOOL will determine the course of action when a student is determined to be unacceptable by the SCHOOL or MTC. The SCHOOL will withdraw a student from the work-based experience at MTC if, after consultation with MTC, the SCHOOL or MTC determines that such action be warranted. The SCHOOL shall be solely responsible to conduct the overall work-based education program for its students.
- i. Prior to the students beginning the program, the SCHOOL will furnish to MTC a copy of a parental release and waiver executed by the parent(s) or legal guardian(s) for each participating student, which shall be in a form reasonably acceptable to MTC.
- j. The SCHOOL maintains insurance pursuant to Tex. Educ. Code § 29.191 (f) to protect MTC against liability for bodily injury and/or death sustained by a SCHOOL student while participating in the work-based experience at MTC.

II. RESPONSIBILITIES OF MTC

- a. To the extent possible and consistent with MTC's operations, MTC will provide a suitable environment of learning experiences and observation appropriate for the students relating to their training in a manufacturing training program, in accordance with mutually agreed upon educational objectives and guidelines between the SCHOOL and MTC. To the extent reasonable and consistent with these educational objectives and guidelines, MTC agrees that the student use and operation of MTC equipment will be incidental to the training; that such use and operation will be intermittent and for short periods of time and under the direct supervision of a qualified and experienced person; and that MTC will correlate its safety training and instruction with that provided by SCHOOL.
- b. MTC will provide the facilities, equipment and supplies which are necessary in the course of regular order/production activity in order to achieve the educational objectives of the training program and which may be required by federal and/or state law and regulations.
- c. MTC reserves the right, exercisable in its discretion after consultation with the SCHOOL, to exclude any student from its premises in the event that such

student's conduct or state of health is deemed objectionable or detrimental to the proper administration of MTC, subject to the non-discrimination clause of this agreement.

- d. MTC will keep the SCHOOL informed of any policy changes which may affect the SCHOOL and its students.
- e. MTC agrees to provide reasonable cooperation to help ensure the success of the SCHOOL's training program.
- f. For students and/or instructors who incur program related injuries while at MTC, MTC shall provide only initial emergency care while the students/instructors are on the premises of MTC and students and/or instructors shall hold MTC harmless. Students and/or instructors will assume all related medical costs as individually needed and/or applicable.

III. TERMS AND TERMINATION

- a. This agreement is for a term of two (2) school year beginning on August 1, 2025 through July 31, 2027 and may be renewed by mutual consent of the parties for additional terms of up to two (2) school years indefinitely.
- b. This agreement may be reviewed and/or amended for any reason by either party upon thirty (30) days written notice. Further, in the event of any breach, violation of law or regulations, or the occurrence or existence of any condition, practice, procedures, action, inaction or omission of, by or involving the SCHOOL faculty, staff and/or students which in the reasonable opinion of MTC constitutes either a threat to the safety and welfare of any MTC employee and/or staff, or a violation of any law, regulation, requirement, license, eligibility, or material agreement governing MTC's operation, then MTC shall have the right to summarily and immediately terminate this Agreement upon written notice to the SCHOOL delivered to the address set forth herein.
- c. Notice of termination to MTC shall be directed to:

MTC
Attn:
1408 S. Commerce St.
Temple, TX 76504
(254) 298-2917

IV. LIABILITY

- a. The SCHOOL agrees to purchase or provide insurance pursuant to Tex. Educ. Code § 29.191 (f) to protect MTC against liability for bodily injury and/or death of a student while participating in the program.
- b. The SCHOOL shall provide its usual Worker's Compensation Insurance or shall self-insure, covering employees of the SCHOOL. Said insurance policies shall provide that they are not cancellable and/or modifiable on less than thirty (30) days prior written notice to MTC.

V. NON-DISCRIMINATION

Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement. Neither party shall discriminate against any student in the program on the basis of race, national origin, color, religious belief, sex, age, marital status, or disability.

VI. CONSIDERATION

- a. Under the terms of this agreement, neither party is obligated to make payments of any kind to either party.
- b. Services rendered by students covered under this Agreement are considered to be educational in nature, and therefore, no monetary compensation shall be paid to students by MTC. Nothing in the execution or performance of this Agreement shall be construed to establish an employee-employer, an agency, a partnership or a joint venture relationship among the SCHOOL, MTC and the students.

VII. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of Texas.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment hereof must be made in writing and agreed to by all parties.

This Agreement has been executed by the authorized representatives of the undersigned to be effective on the date above first written.

For MTC

By: Norma Patterson
Printed Name

HSE/HR Generalist
Title

Norma Patterson
Signature

6/19/2025
Date

For Temple High School, Temple Independent School District

By: Sara Bartlett
Printed Name

Director
Title

Sara Bartlett
Signature

6/17/25
Date